

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

RBS CITIZENS, N.A. fka CITIZENS BANK, N.A. SUCCESSOR BY MERGER TO CHARTER ONE BANK, N.A. 10561 Telegraph Road Glen Allen, Virginia 23059	*	CASE NO. _____
	*	JUDGE _____
	*	
Plaintiff,	*	COMPLAINT FOR MONEY JUDGMENT, FORECLOSURE, AND OTHER EQUITABLE RELIEF
vs.	*	(with Notice Pursuant to the Fair Debt Collection Practices Act attached)
ALLAN F. KREPINA 1244 Cook Avenue Lakewood, Ohio 44107	*	
ACTUAL NAME UNKNOWN PRESENT SPOUSE, IF ANY, OF ALLAN F. KREPINA 1244 Cook Avenue Lakewood, Ohio 44107	*	PPN # 312-13-011
LVNV FUNDING, LLC P.O. BOX 10369 GREENVILLE, SC 29606	*	
OHIO RECEIVABLES LLC ASSIGNEE OF HOUSEHOLD BANK 471 E. Broad Street, 12 <sup>th</sup> Floor P.O. Box 15069 Columbus, Ohio 43216	*	
GLOBAL ACCEPTANCE CREDIT COMPANY, LP BUYER OF CAPITAL ONE CLAIM P.O. BOX 172800 Arlington, Texas 76003	*	

CACV OF COLORADO LLC	*
370 17 <sup>th</sup> Street, Suite 5000	*
Denver, Colorado 80202	*
UNIFUND CCR PARTNERS,	*
ASSIGNEE OF PALISADES	*
COLLECTION LLC	*
P.O. BOX 42465	*
Cincinnati, Ohio 45242	*
Defendants.	*

### **JURISDICTION AND VENUE**

1. Jurisdiction is founded on 28 U.S.C. Section 1332(a)(1). The citizenship of the parties is diverse and the amount in controversy exceeds the jurisdictional requirement. Plaintiff is a Nationally Chartered Bank, with its principal place of business in Kent County, Rhode Island. None of the defendants is a citizen of Rhode Island. Venue is proper in the Northern District of Ohio, Western Division as the real property which is the subject of this action is located in this district.

### **FIRST CLAIM**

2. Defendant Allan F. Krepina executed a Promissory Note, which is now duly held by plaintiff. There is due and unpaid on the promissory note the sum of \$87,899.48 plus interest at the rate of 3.0% per annum from September 12, 2010, and late charges. A copy of said Promissory Note is attached hereto as "Exhibit A."

3. Said Defendant is in default on his obligation pursuant to said promissory note due to non-payment and by reason thereof, Plaintiff has accelerated the entire balance due.

**SECOND CLAIM**

4. Plaintiff incorporates herein by reference all of the allegations contained in its First Claim, and further states that it is the owner and holder of a certain Mortgage securing the indebtedness on said Promissory Note, a copy of which Mortgage is attached hereto, marked "Exhibit B"; and that said Mortgage is a good and valid first mortgage lien upon the premises described therein. Plaintiff further says that Russell A. Pyle executed the mortgage as a single person. Plaintiff further says there is or may be due, pursuant to the promissory note and mortgage, during the pendency of this action further sums advanced for real estate taxes or assessments, insurance, appraisals, title search and court costs (by way of example not exclusion).

5. Further, the mortgage grants plaintiff the right of inspection of the subject property. Plaintiff states its intent to inspect the subject property at its discretion and upon reasonable notice.

6. The conditions of said Mortgage have been broken and the same has become absolute.

7. The Defendants named herein, Allan F. Krepina, Actual Name Unknown, Present Spouse, if any, of Allan F. Krepina, LVNV Funding, LLC, Ohio Receivables, LLC, Global Acceptance Credit Company, LP, CACV of Colorado,

LLC, Unifund CCR Partners, Assignee of Palisades Collection, LLC, have or may claim to have an interest in the real property described in said Mortgage.

WHEREAS, Plaintiff demands:

1. On its First Claim, judgment against Defendant Allan F. Krepina for \$87,899.48 with interest at the rate of 3.0% per annum from September 12, 2010, plus late charges applicable to the terms of the Promissory Note and Mortgage plus costs and advances.

2. On its Second Claim, that it be found to have a good and valid first mortgage lien on the premises described herein for the amount owing plus interest, late fees, costs and advances; that all Defendants' equity of redemption be foreclosed; that all of the parties hereto be required to answer as to their interests in said premises or be forever barred from asserting any interest therein; that all liens on said premises be marshalled and their priorities determined; that said premises be sold as upon execution and the proceeds of said sale be applied according to law; that a Writ of Possession issue; and plaintiff have a deficiency judgment if not fully satisfied from the proceeds of any sheriff's sale, and such other relief as is just and equitable, and costs.

3. Further, plaintiff prays the Court issue an Order directing defendants Allan F. Krepina, Actual Name Unknown, Present Spouse, if any, of Allan F. Krepina, LVNV Funding, LLC, Ohio Receivables, LLC, Global Acceptance Credit Company, LP, CACV of Colorado, LLC, Unifund CCR Partners, Assignee of Palisades Collection, LLC and/or whoever is in physical

possession of the subject real estate allow plaintiff, its agents and/or the sheriff access, both exterior and interior, for inspection of the subject real estate.

GORANSON, PARKER & BELLA

/s/ Gretchen F.G. Weston

Gretchen F.G. Weston (0076859)

Counsel for Plaintiff

405 Madison Avenue, Suite 2200

Toledo, Ohio 43604

Phone: (419) 244-9500

Fax: (419) 244-9510